

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Southern Season, Inc.		09/04/2013	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	CertusBank, N.A.
Street Address:	P.O. Box 129
City:	Mauldin
State/Country:	SOUTH CAROLINA
Postal Code:	29662
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1683106	A SOUTHERN SEASON
Registration Number:	1760086	CAROLINA CUPBOARD
Registration Number:	1934923	SSSS
Serial Number:	85850160	SOUTHERN SEASON
Serial Number:	85913153	SOUTHERLY
Serial Number:	85913152	SOUTHERLY RESTAURANT AND PATIO
Serial Number:	85913165	SOUTHERLY'S
Serial Number:	85913177	THE SOUTHERLY

CORRESPONDENCE DATA

Fax Number: 4044200805
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704-749-8974
 Email: trademarks.atl@bryancave.com

CH \$215.00 1683106

Correspondent Name: Jonathan Brodhag/Bryan Cave LLP
Address Line 1: 301 S. College Street, Suite 3400
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 0355473

NAME OF SUBMITTER: Jonathan Brodhag

Signature: /Jonathan Brodhag/

Date: 09/06/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of September 4, 2013, is made by and between Southern Season, Inc., a North Carolina corporation, having a business location at the address set forth below next to its signature ("Debtor"), and CertusBank, N.A., a national banking association ("CertusBank"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and CertusBank are parties to a Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), dated the same date as this Agreement, setting forth the terms on which CertusBank may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, CertusBank has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademark Collateral" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to CertusBank a continuing security interest (the "Security Interest") in Debtor's Trademarks and all products and proceeds thereof (collectively, the "Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to CertusBank herein are granted in furtherance, and not in limitation of, the security interests granted to the CertusBank pursuant to the Loan

Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of CertusBank with respect to the Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by CertusBank and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by CertusBank to exercise any right, remedy, or option under this Agreement, or delay by CertusBank in exercising the same, will operate as a waiver thereof. No waiver by CertusBank will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of CertusBank under this Agreement shall be cumulative. No exercise by CertusBank of one right or remedy shall be deemed an election, and no waiver by CertusBank shall be deemed a continuing waiver. All notices to be given to Debtor or CertusBank under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND CERTUSBANK HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND CERTUSBANK REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

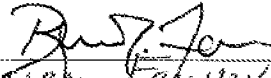
(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Southern Season, Inc.
201 S. Estes Drive
Chapel Hill, NC 27514
Attn: W. Clay Hamner

SOUTHERN SEASON, INC.

By: 
Name: Brian Farnley
Title: President

CertusBank, N.A.
Post Office Box 129
Mauldin, SC 29662
Attn: Loan Operations

CERTUSBANK, N.A.

By: _____
Name: _____
Title: _____

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Southern Season, Inc.
201 S. Estes Drive
Chapel Hill, NC 27514
Attn: W. Clay Hamner

SOUTHERN SEASON, INC.

By: _____
Name: _____
Title: _____

CertusBank, N.A.
Post Office Box 129
Mauldin, SC 29662
Attn: Loan Operations

CERTUSBANK, N.A.

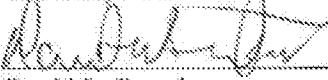
By:  _____
Name: David L. Beard
Title: Executive Vice President

EXHIBIT A

(1) UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

(A) REGISTRATIONS

Mark	Registration No.	Registration Date
A SOUTHERN SEASON	1,683,106	4/14/1992
CAROLINA CUPBOARD	1,760,086	3/23/1993
SSSS & Design (Weathervane)	1,934,923	11/14/1995

(B) APPLICATIONS

Description	Application No.	Filing Date
SOUTHERN SEASON	85/850,160	2/14/2013
SOUTHERLY	85/913,153	4/24/2013
SOUTHERLY RESTAURANT AND PATIO	85/913,152	4/24/2013
SOUTHERLY'S	85/913,165	4/24/2013
THE SOUTHERLY	85/913,177	4/24/2013

(2) NORTH CAROLINA STATE TRADEMARKS

(A) REGISTRATIONS

Mark	Registration No.	Registration Date
A SOUTHERN SEASON	T9525	6/3/1991
A SOUTHERN SEASON	T9526	6/3/1991
SOUTHERN SEASON (Stylized in Red)	T20919	5/30/2012

(B) APPLICATIONS

None.